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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION

JUANA CRUZ, OFELIA)
BENAVIDES, JOSE ELIAS N.G,)
GABRIELA VELAZQUEZ, RICARDO)
GONZALEZ, HELESIO CRUZ,)
ANGELICA CHAVEZ, CONCEPCION)
PEREZ, OLGA PEREZ, MAVRIGO)
SAENZ, JORGE MAOLEON,)
HECTOR SANCHEZ, HECTOR)
GONZALEZ, YESSY)
PEREZ-MARTINEZ, MARIA DE)
LOURDES CRUZ, RESENDO)
LIEVANOS, ELIZABETH LARA,)
LUIS ALBERTO)
ZUNIGIA-CASTILLO, MIGUEL)
CABALLERO SANCHEZ,)
GUILLERMO DE LA)
CRUZ-MENDOZA, CARLOS DANIEL)
LOPEZ, GILDA RIVAS, ARMANDO)
MORALES DE LLANO, LAZARO)
GARCIA, MARIA DE JESUS)
MEDINA, RICARDO ESQUIVEL,)
RAFAEL SANCHEZ, GUILLERMO)
RUIZ, ROSA QUINTANILLA,)
)
PLAINTIFFS,)
)
VS.)
)
DELGAR FOODS LLC A/K/A)
DELIA'S TAMALES,)
)
DEFENDANT.)

CIVIL ACTION
NO. 7:23-CV-00343

JURY DEMANDED

ORAL DEPOSITION OF

ROSENDO LIEVANOS

June 28, 2024

<p>1 ORAL DEPOSITION of ROSENDO LIEVANOS, produced 2 as a witness at the instance of the Defendant, and duly 3 sworn, was taken in the above-styled and numbered cause 4 on the 28th day of June, 2024, from 12:27 p.m. to 5 1:56 p.m., before Anica Diaz, CSR, RPR, CRR, in and for 6 the State of Texas, reported by machine shorthand, at 7 the Law Offices of Ricardo Gonzalez, 124 South 12th 8 Avenue, Edinburg, Texas, pursuant to the Federal Rules 9 of Civil Procedure and the provisions stated on the 10 record or attached. 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 2</p>	<p>1 I N D E X 2 PAGE 3 Appearances..... 03 4 Exhibits..... 04 5 6 ROSENDO LIEVANOS 7 8 Examination by Mr. Quezada..... 05 9 10 Changes and Signature..... 41 11 Reporter's Certificate..... 43 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 4</p>
<p>1 A P P E A R A N C E S 2 COUNSEL FOR THE PLAINTIFFS: 3 MR. RICARDO GONZALEZ 4 OXFORD & GONZALEZ 5 124 South 12th Avenue 6 Edinburg, Texas 78539 7 Tel: (956) 383-5654 8 ric@oxfordandgonzalez.com 9 10 COUNSEL FOR THE DEFENDANT: 11 MR. STEPHEN J. QUEZADA 12 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. 13 500 Dallas Street, Suite 3000 14 Houston, Texas 77002 15 Tel: (713) 655-5757 16 stephen.quezada@ogletree.com 17 18 MS. LORENA D. VALLE 19 PORTER HEDGES, LLP 20 1000 Main Street, 36th Floor 21 Houston, Texas 77002-6341 22 Tel: (713) 226-6000 23 lvalle@porterhedges.com 24 MS. ELIZABETH SANDOVAL CANTU 25 RAMON WORTHINGTON NICOLAS & CANTU, PLLC 1506 South Lone Star Way, Suite 5 Edinburg, Texas 78539 Tel: (945) 294-4800 ecantu@ramonworthington.com ALSO PRESENT: Mr. Luis Gonzalez, Interpreter Ms. Olga Perez, Plaintiff 21 22 23 24 25</p> <p style="text-align: right;">Page 3</p>	<p>1 P R O C E E D I N G S 2 (Proceedings began at 12:27 p.m.) 3 (Per agreement of all counsel, Federal 4 Rule 30(b)(5) Read-On was waived.) 5 THE REPORTER: On the record at 12:27 p.m. 6 (Interpreter and Witness were sworn in.) 7 ROSENDO LIEVANOS, 8 having been duly sworn, testified through an Interpreter 9 as follows: 10 EXAMINATION 11 BY MR. QUEZADA: 12 Q. Good afternoon, Mr. Lievanos. 13 A. Lievanos. 14 Q. Lievanos. 15 Good afternoon, Mr. Lievanos. My name is 16 Stephen Quezada, I'm an attorney representing Delgar 17 Foods, L.L.C., and Delgar Foods, L.L.C. does business as 18 Delia's. Okay? 19 A. Yes. 20 Q. And, actually, Delia's Tamales. 21 A. Delia's Tamales, yes. 22 Q. So you understand today that when I say 23 Delia's, we're referring to the Defendant in the lawsuit 24 that you're a part of, correct? 25 A. Yes. Yes.</p> <p style="text-align: right;">Page 5</p>


<p>1 A. Yes.</p> <p>2 Q. And what did you study?</p> <p>3 A. Industrial engineering.</p> <p>4 Q. Lots of math, huh?</p> <p>5 A. Physics and math.</p> <p>6 Q. Better you than me.</p> <p>7 Okay. Okay. You worked for Delia's as a</p> <p>8 manager, correct?</p> <p>9 A. I started in the kitchen, then I was promoted</p> <p>10 to manager.</p> <p>11 Q. And you were promoted to manager in May of</p> <p>12 2016, correct?</p> <p>13 A. Yes. That is right.</p> <p>14 Q. And are you aware of a difference between a</p> <p>15 production manager and a store manager?</p> <p>16 A. Yes. I do know the difference.</p> <p>17 Q. And those are two different positions, correct?</p> <p>18 A. Yes, that is right.</p> <p>19 Q. And you were a store manager, correct?</p> <p>20 A. Yes.</p> <p>21 Q. And you supervised about 20 employees, correct?</p> <p>22 A. From 20 to 30.</p> <p>23 Q. And you worked at the locations in -- well,</p> <p>24 what locations did you work at?</p> <p>25 A. At the six locations.</p> <p style="text-align: right;">Page 10</p>	<p>1 Q. And does that include the bonus or it does not</p> <p>2 include the bonus?</p> <p>3 A. It does not include.</p> <p>4 Q. So with the bonus, about \$60,000?</p> <p>5 A. Approximately, yes.</p> <p>6 Q. And that's certainly more than your pay when</p> <p>7 you were a cook, correct?</p> <p>8 A. Yes, That is right.</p> <p>9 Q. And when you were a cook you didn't supervise</p> <p>10 any employees, correct?</p> <p>11 A. None.</p> <p>12 Q. You also had health insurance when you were</p> <p>13 working at Delia's?</p> <p>14 A. Yes.</p> <p>15 Q. And Delia's paid for that, correct?</p> <p>16 A. Yes. Yes.</p> <p>17 Q. Did you opt for the vision insurance?</p> <p>18 A. No.</p> <p>19 Q. But it was made available to you, correct?</p> <p>20 A. Yes.</p> <p>21 Q. Did you get the dental insurance from Delia's?</p> <p>22 A. No.</p> <p>23 Q. But it was made available to you?</p> <p>24 A. Yes.</p> <p>25 Q. So other than the bonus and the health</p> <p style="text-align: right;">Page 12</p>
<p>1 Q. And would you move around from location to</p> <p>2 location, or would you be assigned at one and go to</p> <p>3 another?</p> <p>4 A. When I started as a manager I was sent to</p> <p>5 several locations, then I went to San Juan and Mission</p> <p>6 in a stable manner.</p> <p>7 Q. What was the last store to which you were</p> <p>8 assigned when you were a manager at Delia's?</p> <p>9 A. Mission. In Mission.</p> <p>10 Q. Okay. And I believe your last rate of pay was</p> <p>11 \$1,100 per week?</p> <p>12 A. Yes.</p> <p>13 Q. And you also received a bonus from Delia's?</p> <p>14 A. Yes.</p> <p>15 Q. And about how much was that bonus?</p> <p>16 A. It was several amounts since I began.</p> <p>17 Q. Okay. What was the amount of the last bonus</p> <p>18 you received?</p> <p>19 A. 10,000.</p> <p>20 Q. And you -- excuse me.</p> <p>21 You would get that bonus in January?</p> <p>22 A. Yes.</p> <p>23 Q. So on an annual basis, what was the approximate</p> <p>24 amount of your pay?</p> <p>25 A. Approximately, 50,000.</p> <p style="text-align: right;">Page 11</p>	<p>1 insurance, did you receive any benefit from Delia's?</p> <p>2 A. Life insurance.</p> <p>3 Q. And did Delia's pay for the life insurance?</p> <p>4 A. I don't remember.</p> <p>5 Q. How much was the life insurance?</p> <p>6 A. I don't remember.</p> <p>7 Q. Okay. And, I'm sorry, I'm not necessarily like</p> <p>8 a premium amount but what was the value, if you know?</p> <p>9 Like if heaven forbid something were to happen, it would</p> <p>10 be a \$10,000, \$20,000, \$30,000, do you know?</p> <p>11 A. 100,000.</p> <p>12 Q. More than 100,000 or 100,000?</p> <p>13 A. Around there. I don't quite remember. It was</p> <p>14 a large amount.</p> <p>15 Q. Okay. And that's something that's made</p> <p>16 available to managers, right?</p> <p>17 A. No, for everyone.</p> <p>18 Q. Even the hourly employees?</p> <p>19 A. Yes.</p> <p>20 Q. And you also had two weeks of paid vacation; is</p> <p>21 that right?</p> <p>22 A. Yes.</p> <p>23 Q. And you took those paid vacations?</p> <p>24 A. Yes.</p> <p>25 Q. Would you take them all at once, or would you</p> <p style="text-align: right;">Page 13</p>

<p>1 take it a little bit here and there?</p> <p>2 A. One week the first half of the year, and the</p> <p>3 other week the second half of the year.</p> <p>4 Q. And did you do that the entire time you were a</p> <p>5 manager?</p> <p>6 A. Yes.</p> <p>7 Q. I'd like to talk a little bit about what you</p> <p>8 did as a manager, okay?</p> <p>9 A. Okay.</p> <p>10 Q. We already got that you supervised about 20 to</p> <p>11 30 employees.</p> <p>12 A. Yes, that's -- that's it. That's right.</p> <p>13 Q. And these were employees who were hourly</p> <p>14 employees working at the restaurant full-time, correct?</p> <p>15 A. Yes, that is right.</p> <p>16 Q. And were these employees back of the house, or</p> <p>17 kitchen employees, or did they work in the front of the</p> <p>18 store where the customers were?</p> <p>19 A. I was in charge of kitchen employees and</p> <p>20 cashier too.</p> <p>21 Q. Okay. Could you tell us about how many were in</p> <p>22 the kitchen and about how many were cashier?</p> <p>23 A. It was about half and half, 15 and 15.</p> <p>24 Q. And as a manager you could hire employees?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 14</p>	<p>1 A. Yes, that is right.</p> <p>2 Q. And you made sure employees followed those</p> <p>3 procedures, right?</p> <p>4 A. Yes.</p> <p>5 Q. Also, included policies about how employees</p> <p>6 should behave respectfully in the workplace?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And if an employee was violating those</p> <p>9 policies or those procedures, you were able to tell them</p> <p>10 to stop and correct them?</p> <p>11 A. Yes. That is right.</p> <p>12 Q. And if you saw the foods being produced in an</p> <p>13 incorrect manner, you could stop that and correct it as</p> <p>14 well, right?</p> <p>15 A. Yes.</p> <p>16 Q. And you had to use your experience and your</p> <p>17 judgment and discretion to make those decisions?</p> <p>18 A. Yes.</p> <p>19 Q. The one question I forgot to ask you, what is</p> <p>20 your address?</p> <p>21 A. 1409 St. Francis Avenue in Alton, Texas.</p> <p>22 Q. Where is Alton?</p> <p>23 A. Next to Mission.</p> <p>24 Q. And is that a house, sir?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 16</p>
<p>1 Q. And you could also fire employees if you needed</p> <p>2 to?</p> <p>3 A. Yes, that too.</p> <p>4 Q. If you saw -- well, Delia's has work policies</p> <p>5 and procedures, correct?</p> <p>6 A. Yes, That is right.</p> <p>7 Q. And your job as a manager was to enforce those</p> <p>8 policies and procedures, correct?</p> <p>9 A. Yes.</p> <p>10 Q. And those policies and procedures included how</p> <p>11 to -- policies about how to make the foods?</p> <p>12 A. Yes.</p> <p>13 Q. Or probably more procedures, right?</p> <p>14 A. Yes, more procedures.</p> <p>15 Q. And you would enforce those as a manager?</p> <p>16 A. I didn't quite understand that.</p> <p>17 Q. You make sure that the procedures were followed</p> <p>18 for making the food?</p> <p>19 A. Yes, yes.</p> <p>20 Q. And those also included policies for how</p> <p>21 employees were supposed to behave at the store, correct?</p> <p>22 A. Yes, that is right.</p> <p>23 Q. So policies and procedures about how to</p> <p>24 correctly and accurately clock in and clock out,</p> <p>25 correct?</p> <p style="text-align: right;">Page 15</p>	<p>1 Q. And who lives there in the house with you?</p> <p>2 A. My mother-in-law, my wife, and my two</p> <p>3 daughters.</p> <p>4 Q. If you had to pick one not to live there</p> <p>5 anymore would it be the suegra? You don't have to</p> <p>6 answer. You don't have to answer.</p> <p>7 A. She's like my second mother.</p> <p>8 Q. That's good. Then I'm sure the children love</p> <p>9 it. Sorry.</p> <p>10 Okay. Do you have a cell phone?</p> <p>11 A. Yes.</p> <p>12 Q. What is your cell phone number?</p> <p>13 A. (956) 563-2918.</p> <p>14 Q. 2919?</p> <p>15 A. 2918. 563-2918, yes.</p> <p>16 Q. Thank you. And who is the service provider?</p> <p>17 A. Spectrum.</p> <p>18 Q. And is it an iPhone or a Samsung?</p> <p>19 A. Samsung.</p> <p>20 Q. Okay. And have you had that -- for how long</p> <p>21 have you had that phone number?</p> <p>22 A. One year, one month.</p> <p>23 Q. Has it always been with Spectrum?</p> <p>24 A. I've been with Spectrum for one year, one</p> <p>25 month, since I got the phone.</p> <p style="text-align: right;">Page 17</p>

<p>1 Q. Since you've been with Spectrum, have you had 2 the same device? 3 A. Yes. 4 Q. Okay. Going back to your duties as a manager, 5 I'd like to ask you about a few more, okay? 6 A. That's fine. 7 Q. Would you resolve customer complaints or 8 issues? 9 A. Yes. 10 Q. So if a customer decided that their food wasn't 11 good for whatever reason and wanted a refund, you would 12 give them their money back? 13 A. First, we offer credit in tamales. If they 14 didn't want that, then we'd give them the refund. 15 Q. Was there ever a situation where you thought 16 something was just really bad and so you just went 17 straight to refund? 18 A. Yes. 19 Q. And you used your experience and judgment to 20 make that decision? 21 A. Yes, that is right. 22 Q. Would you organize the shift schedules? 23 A. No. 24 Q. Okay. If an employee got there late, would you 25 correct them and remind them of when they needed to be</p> <p style="text-align: right;">Page 18</p>	<p>1 recommendations? 2 A. Sometimes. 3 Q. And sometimes not? 4 A. Yes, no. 5 Q. Okay. What sort of trainings would you provide 6 new employees? 7 A. Security training, how to perform job duties 8 and harassment too. 9 Q. Okay. Just so we're clear, how not to harass, 10 right? 11 A. Yes, how not to harass. 12 Q. Would you take lunch? 13 A. Yes. 14 Q. For how long did you have to eat? 15 A. Half hour. 16 Q. And you would take that lunch break? 17 A. I'd generally wait for the other manager to 18 eat. 19 Q. So that way there could be at least one manager 20 on duty, if you will? 21 A. Yes, of course. 22 Q. You received your pay by check, correct? 23 A. Direct deposit. 24 Q. And you would receive pay stubs? 25 A. Yes.</p> <p style="text-align: right;">Page 20</p>
<p>1 there? 2 A. Yes. 3 Q. Did you ever write anyone up? 4 A. Yes. 5 Q. And you would use your judgment and discretion 6 to do that? 7 A. Yes, that is right. 8 Q. If someone missed completely their shift, would 9 you be the person to note that and to take the 10 appropriate action? 11 A. Yes. That is right. 12 Q. Would you approve vacation time for the 13 employees that reported to you? 14 A. No. 15 Q. Did you ever provide any performance reviews? 16 A. Yes. 17 Q. Would you do those annually? 18 A. Not annually, but periodically. 19 Q. Did you ever decide to give anyone a raise in 20 their pay? 21 A. No. I was not authorized. That was the 22 supervisor. 23 Q. Could you recommend that? 24 A. Yes. 25 Q. And would the supervisor follow your</p> <p style="text-align: right;">Page 19</p>	<p>1 Q. Would you look at your pay stubs to make sure 2 they were correct? 3 A. Yes. 4 Q. And you knew if they weren't correct you -- 5 A. It was the same amount. It was a salary. 6 Q. Nonetheless, if there was something wrong on 7 the check, you knew you could tell someone in human 8 resources? 9 A. Yes. 10 Q. And you never did that, correct? 11 A. No issue -- the occasion never happened with an 12 issue. 13 Q. Okay. Fair enough. Were you ever disciplined 14 in any way? 15 A. Yes. 16 Q. And what was that for? 17 A. I took it as an opportunity to improve. 18 Q. Okay. And what -- and when was that? 19 A. In San Juan. 20 Q. Do you remember the year? 21 A. 2016 or '17. 22 Q. And what did they do? Just a write up and -- 23 A. Yes. Back then the supervisor was Monica and 24 she wrote the warnings. It was a work related, that's 25 all.</p> <p style="text-align: right;">Page 21</p>

<p>1 Q. Was -- was that when you were an hourly 2 employee?</p> <p>3 A. No. I was a manager already.</p> <p>4 Q. And would you say you were self-sufficient in 5 your position?</p> <p>6 A. Yes, that's right.</p> <p>7 Q. As a manager, did your duties ever change 8 overtime, or was it about the same the entire time you 9 were a manager?</p> <p>10 THE INTERPRETER: May you repeat.</p> <p>11 Q. (By Mr. Quezada) When you were manager, over 12 time, did your duties change, or were they about the 13 same the entire time you were a manager?</p> <p>14 A. They changed over time.</p> <p>15 Q. And in what way?</p> <p>16 A. Well, when I was a manager in Mission I had to 17 speak to them about safety, to avoid accidents, job 18 performance, and harassment.</p> <p>19 Q. So there towards the end you had more employee 20 relation duties?</p> <p>21 A. Yes. We were told that the employee was the 22 most important part.</p> <p>23 Q. And that's the way you did your job?</p> <p>24 A. The employee was the most important. Yes, that 25 is right.</p> <p style="text-align: right;">Page 22</p>	<p>1 Q. Were you responsible for counting cash and 2 keeping track of cash?</p> <p>3 A. Yes, that is right.</p> <p>4 Q. Would you reconcile the cash sold?</p> <p>5 A. Sometimes. The supervisor was in charge of 6 that, but if he wasn't there or he was off, we would do 7 that.</p> <p>8 Q. Would you make sure that the product that was 9 needed to make the tamales and other items sold were in 10 stock and being handled correctly?</p> <p>11 A. Yes.</p> <p>12 Q. Could you hire -- or could you order, excuse 13 me.</p> <p>14 Could you order any products that were 15 needed to make the foods?</p> <p>16 A. Yes.</p> <p>17 Q. Would you receive product that was needed to 18 make the foods?</p> <p>19 A. Yes, that is right.</p> <p>20 Q. And if you looked at that product and saw that 21 it wasn't good or incorrect, you could send it back?</p> <p>22 A. Yes, we could return.</p> <p>23 Q. And if there was foods that were made that were 24 going to be sold to customers that did not appear to be 25 to standard, could you make the decision to not sell</p> <p style="text-align: right;">Page 24</p>
<p>1 Q. Did you ever train an employee on how to use 2 the Focus system?</p> <p>3 A. Yes.</p> <p>4 Q. Did you clock in and clock out?</p> <p>5 A. I did not as a manager because I didn't have to 6 clock in or out since I was a salary employee.</p> <p>7 Q. And the employees who reported to you, did you 8 make sure that they clocked in and clocked out 9 correctly?</p> <p>10 A. Yes, that is right.</p> <p>11 Q. Did you have keys to the store?</p> <p>12 A. Yes.</p> <p>13 Q. You could open and close the store?</p> <p>14 A. Yes. Only managers open and close stores.</p> <p>15 Q. You had the alarm code?</p> <p>16 A. Yes. I did have that too.</p> <p>17 Q. Did the non-managerial employees have that 18 code?</p> <p>19 A. No, only managers.</p> <p>20 Q. And was there a safe on the premises?</p> <p>21 A. Yes.</p> <p>22 Q. And did you have the code to the safe?</p> <p>23 A. Yes, I did know it.</p> <p>24 Q. Did any non-manager employees know it?</p> <p>25 A. No.</p> <p style="text-align: right;">Page 23</p>	<p>1 those foods?</p> <p>2 A. Yes. If the tamale had a foul smell we had to 3 throw it away.</p> <p>4 Q. And all these duties we've discussed, all these 5 responsibilities we've discussed, again, you would use 6 your experience and judgment and discretion to make 7 these decisions?</p> <p>8 A. Yes.</p> <p>9 Q. And your decisions were respected and followed 10 by the employee who reported to you?</p> <p>11 A. Yes, that is right.</p> <p>12 Q. And your supervisor respected your 13 decision-making authority, correct?</p> <p>14 A. Yes, that is right.</p> <p>15 Q. Who was your supervisor?</p> <p>16 A. Jose Hernandez was my supervisor in Mission.</p> <p>17 Q. And I think you mentioned Monica?</p> <p>18 A. Yes. That was in -- that was in San Juan. It 19 was Monica and then Jesus Pena.</p> <p>20 Q. Were you able to set your own schedule?</p> <p>21 A. When I needed a specific day I'd notify the 22 supervisor and he would give it to me.</p> <p>23 Q. And you never had problem taking days off when 24 you wanted to?</p> <p>25 A. No, none.</p> <p style="text-align: right;">Page 25</p>

<p>1 Q. Was there ever an opportunity for you to make 2 the decision to demote an employee? 3 A. No. 4 Q. Would you ever make the decision to reduce 5 someone's pay? 6 A. No. 7 Q. Why are you suing Delia's? 8 A. For discrimination, unjustified termination, 9 and irregularities -- labor irregularities. And 10 intimidation. 11 Q. Are the labor irregularities, do they fall 12 under the same thing as intimidation? 13 A. It could -- -- but, no, no, it's different. 14 Q. So let's take the first thing you mentioned, 15 discrimination, okay. 16 A. Yes. Well, that was in based that we were 17 terminated and other employees are in the same situation 18 and they're still there. 19 Q. Okay. So let me ask you this, the 20 discrimination, you're saying that you were 21 discriminated against because of the termination 22 decision; is that right? 23 MR. GONZALEZ: Objection; form. 24 A. Yes, Yes. Because some were terminated and 25 others weren't, and that's how we ended up in this</p> <p style="text-align: right;">Page 26</p>	<p>1 they weren't original? 2 Q. And is that the only irregularity that you're 3 talking about in this lawsuit? 4 A. Yes, yes. 5 Q. So just so that I have this clear, you're 6 talking about deductions that were made from pay for 7 benefits? 8 A. I'm referring to Social Security deductions. 9 If it isn't original, then where was it going? 10 Q. Okay. Any other deduction? 11 A. No. That's the only one. 12 Q. So I'll represent to you, sir, that 13 withholdings made for Social Security were remitted to 14 the federal government. 15 Okay. Do you have any reason to believe 16 that that's false? 17 MR. GONZALEZ: Objection; form. 18 A. No, it didn't add up. I mean, if it was being 19 deducted, and it isn't original, where is it going? I'm 20 talking about all the years. 21 Q. (By Mr. Quezada) Okay. Do you have any 22 evidence or facts that Delia's was holding on to those 23 dollars and not sending them to the Government? 24 A. No, I do not have. 25 Q. One allegation in this case is that Delia's was</p> <p style="text-align: right;">Page 28</p>
<p>1 situation. 2 Q. (By Mr. Quezada) Okay. And you also mentioned 3 wrongful termination. 4 A. Yes. 5 Q. And are you saying that the termination was 6 wrongful because of the discrimination, meaning is it 7 the same thing, or is it something different you're 8 telling us? 9 A. Well, I consider each separate but they are 10 together. Discrimination, intimidation, labor 11 irregularities, and unjustified termination. 12 Q. Were you aware that the reason Delia's 13 terminated your employee was because it received a 14 notice from the Government that it could no longer 15 continue employing you? 16 A. Yes. Uh-huh. 17 Q. And sitting here today, do you have any facts 18 or evidence that you can tell us that would show that 19 that reason is false? 20 A. No, I do not. 21 Q. When you are telling us irregularities, what do 22 you mean by that? 23 A. Yes. Well, they say -- well, supposedly our 24 documents aren't right. Why was our insurance taken 25 out? I mean, it was being taken out. Where'd it go if</p> <p style="text-align: right;">Page 27</p>	<p>1 maintaining two sets of books. Have you heard that 2 before? 3 A. No. 4 Q. So sitting here today, you have no knowledge of 5 two sets of books by Delia's; is that right? 6 A. That is un -- unknown to me. 7 Q. So let me ask you now about the -- well, 8 anything else about irregularities, or did we cover it? 9 A. Yes, that's it. 10 Q. Okay. So, now, let me ask you about the 11 intimidation. What are you claiming was intimidation? 12 A. Yes. When we were called upon, Delia's had her 13 attorney. We were called without any legal 14 representation. 15 Q. Did you ask for legal representation at that 16 time? 17 A. No. I mean, the day we were called, the 18 attorneys were there, she had her attorneys, and we had 19 no knowledge about it. 20 Q. Okay. My question was, did you ask for an 21 attorney at that time? 22 A. Not at that time. 23 Q. Okay. So what other -- what else is part of 24 the intimidation? 25 A. Just that part.</p> <p style="text-align: right;">Page 29</p>

<p>1 I, ROSENDO LIEVANOS, have read the foregoing 2 deposition and hereby affix my signature that same is 3 true and correct, except as noted above. 4 5 6 _____ 7 ROSENDO LIEVANOS 8 THE STATE OF TEXAS) 9 COUNTY OF _____) 10 Before me, _____, on 11 this day personally appeared ROSENDO LIEVANOS, known to 12 me (or proved to me under oath or through 13 _____) (description of identity card or 14 other document) to be the person whose name is 15 subscribed to the foregoing instrument and acknowledged 16 to me that they executed the same for the purposes and 17 consideration therein expressed. 18 Given under my hand and seal of office this 19 _____ day of _____, 2024. 20 21 _____ 22 Notary Public in and for 23 The State of Texas 24 25</p> <p style="text-align: right;">Page 42</p>	<p>deposition is a true record of the testimony given by 44 1 the witness; 2 I further certify that pursuant to FRCP Rule 30(f)(1) that the signature of the deponent: 3 4 ___X___ was requested by the deponent or a party 5 before the completion of the deposition and that the signature is to be before any notary public and returned 6 within 30 days from date of receipt of the transcript. If returned, the attached Changes and Signature Page 7 contains any changes and the reasons therefor; 8 ___ was not requested by the deponent or a party before the completion of the deposition. 8 9 I further certify that I am neither counsel 10 for, related to, nor employed by any of the parties or attorney in the action in which this proceeding was 11 taken, and further that I am not financially or otherwise interested in the outcome of the action. 12 13 Certified to by me this 10th day of July, 2024. 14 15  16 Anica Diaz, Texas Commission (21), RPR, CRR Expiration Date: 08-31-24 Veritext Legal Solutions 17 Firm Registration No. 571 300 Throckmorton Street, Suite 1600 18 Fort Worth, Texas 76102 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 44</p>
<p>1 IN THE UNITED STATES DISTRICT COURT 2 FOR THE SOUTHERN DISTRICT OF TEXAS 3 MCALLEN DIVISION 4 JUANA CRUZ, OFELIA) BENAVIDES, JOSE ELIAS N.G.) 5 GABRIELA VELAZQUEZ, RICARDO) GONZALEZ, HELESIO CRUZ,) 6 ANGELICA CHAVEZ, CONCEPCION) PEREZ, OLGA PEREZ, MAVRIGO) 7 SAENZ, JORGE MAOLEON,) HECTOR SANCHEZ, HECTOR) 8 GONZALEZ, YESSY) PEREZ-MARTINEZ, MARIA DE) 9 LOURDES CRUZ, RESENDO) LIEVANOS, ELIZABETH LARA,) 10 LUIS ALBERTO) CIVIL ACTION ZUNIGIA-CASTILLO, MIGUEL) NO. 7:23-CV-00343 11 CABALLERO SANCHEZ,) GUILLERMO DE LA) 12 CRUZ-MENDOZA, CARLOS DANIEL) LOPEZ, GILDA RIVAS, ARMANDO) JURY DEMANDED 13 MORALES DE LLANO, LAZARO) GARCIA, MARIA DE JESUS) 14 MEDINA, RICARDO ESQUIVEL,) RAFAEL SANCHEZ, GUILLERMO) RUIZ, ROSA QUINTANILLA,) 15) PLAINTIFFS,) 16 VS.))) 17 DELGAR FOODS LLC A/K/A) DELIA'S TAMALES,) 18) DEFENDANT.) 19 ***** 20 REPORTER'S CERTIFICATION 21 DEPOSITION OF ROSENDO LIEVANOS June 28, 2024 22 23 I, Anica Diaz, Certified Shorthand Reporter in and for the State of Texas, hereby certify to the 24 following: 25 That the witness, ROSENDO LIEVANOS, was duly sworn by the officer and that the transcript of the oral</p> <p style="text-align: right;">Page 43</p>	<p>1 Ricardo Gonzalez - ric@oxfordandgonzalez.com 2 July 10, 2024 3 RE: Cruz, Juana, Et Al v. Delgar Foods LLC, Et Al. 4 DEPOSITION OF: Rosendo Lievanos (# 6734289) 5 The above-referenced witness transcript is 6 available for read and sign. 7 Within the applicable timeframe, the witness 8 should read the testimony to verify its accuracy. If 9 there are any changes, the witness should note those 10 on the attached Errata Sheet. 11 The witness should sign and notarize the 12 attached Errata pages and return to Veritext at 13 errata-tx@veritext.com. 14 According to applicable rules or agreements, if 15 the witness fails to do so within the time allotted, 16 a certified copy of the transcript may be used as if 17 signed. 18 Yours, 19 Veritext Legal Solutions 20 21 22 23 24 25</p> <p style="text-align: right;">Page 45</p>